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plains very many cases, is certainly sound, when the acceptance amounts in fact to a waiver of full performance; but where the buyer at the time of the acceptance of part expects the performance of the whole, there is in fact no such waiver. In order to make him liable, it must be held that the first part of the contract has become, in the eye of the law, divided off from the rest, without the clear consent of the party affected. In considering the desirability of this result, it must be remembered that at all events the buyer can probably be made to pay the bare value of the goods he has had, on a *quantum meruit*; though even this remedy has been denied in New York (see *Mead* v. *Degolyea*, 16 Wend. 632).

A LAWYER'S DUTY AS AN OFFICER OF COURT. — A question of interest to the profession has come up recently in the English courts in regard to the duties of a solicitor as an officer of the court. In the *Chancery Forgery Case* (*Marsh* v. *Joseph*), 12 *The Times* L. R. 255, a forger, without authority, used the name of A, a solicitor, in a bogus proceeding, whereby he secured a fund out of court. On the swindler's informing him of this and offering him a share of the costs allowed, A accepted the money and thereby, the court held, connected himself at once with the proceeding as solicitor, and must make good so much of the fund as he could have saved had he promptly investigated the whole proceedings. This is a remarkable decision in that the court found there was nothing to lead A to suspect more than the unauthorized use of his name. The principle of the decision is, that a solicitor acting in non-contentious proceedings is under a duty to bring before the court all matters essential for it to know in order to deal properly with the matter. This proposition is derived from Mr. Justice Stirling's opinion in *In re Dangar's Trusts*, L. R. 41 Ch. D. 178.

It is to be noticed that this case does not go so far as to hold an attorney liable because he knows of some irregularity, but he must have connected himself with the proceedings in his official capacity. He then becomes liable for so much loss as he could have prevented after that. This is important because, from the note on the case in 31 Law Journal, 195, it would seem that it has been supposed to stand for the broader proposition. If the case did stand for such a proposition, there would indeed be cause for surprise. Members of the bar are no less averse to becoming informers than any other class of men. It would be impossible to hold a lawyer as guarantor of the regularity of all the steps in a proceeding because some irregularity has come to his knowledge, perhaps so trivial that interference on his part would be characterized as officious.

At a subsequent hearing of the case under discussion (12 *The Times* L. R. 266), the solicitor's partner was held to the same liability as the solicitor himself. However, if this decision causes surprise, the court has erred, if at all, on the right side. The relation in which the profession stands to the public requires that there should be no disposition to treat leniently the shortcomings of its members. To allow consequential damages in such cases is no doubt a hardship, but courts cannot permit loss to result from a defect in the machinery of justice.

The case has been appealed, and the opinion of the upper court will be awaited with interest.